



PATENT
Customer No. 22,852
Attorney Docket No. 04121.0103-05000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:)
)
BAUER, John C. et al.) Group Art Unit: 1637
)
Application No.: 10/811,062) Examiner: Kenneth R. Horlick
)
Filed: March 25, 2004) Confirmation No. 8060
)
For: CIRCULAR SITE-DIRECTED)
MUTAGENESIS)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

TERMINAL DISCLAIMER

Sir:

Petitioner ("co-assignee") Children's Medical Center Corporation, duly organized under the laws of the Commonwealth of Massachusetts, and having its principal place of business at 300 Longwood, Boston Massachusetts 02115, represents that it is a co-assignee of the entire right, title and interest in and to the above-identified U.S.

Application No. 10/811,062, filed March 25, 2004, for CIRCULAR SITE-DIRECTED MUTAGENESIS, in the name of John C. BAUER et al., as indicated by an assignment duly recorded in the United States Patent and Trademark Office, for parent application, Application No. 08/567,881, filed December 8, 1995 (now U.S. Patent No. 5,789,166) at Reel 8039, Frame 0497.

Children's Medical Center Corporation further represents that it is a co-assignee of U.S. Patent No. 5,789,166, U.S. Patent No. 5,932,419, U.S. Patent No. 6,391,548, and U.S. Patent No. 6,713,285 for CIRCULAR SITE-DIRECTED MUTAGENESIS, in the name of John C. BAUER et al. as indicated by an assignment duly recorded in the United States Patent and Trademark Office at Reel 8039, Frame 0497.

To obviate a double patenting rejection, Children's Medical Center Corporation hereby disclaims, under the provisions of 37 C.F.R. § 1.321, the terminal part of any patent granted on the above-identified application, Application No. 10/811,062, which would extend beyond the expiration date of U.S. Patent Nos. 5,789,166, 5,932,419, 6,391,548, or 6,713,285, and hereby agrees that any patent so granted on Application No. 10/811,062 shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to U.S. Patent Nos. 5,789,166, 5,932,419, 6,391,548, and 6,713,285, this agreement to run with any patent granted on Application No. 10/811,062 and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, the co-assignee does not disclaim the terminal part of any patent granted on Application No. 10/811,062 that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of U.S. Patent No. 5,789,166, as presently shortened by any terminal disclaimer, in the event that U.S. Patent No. 5,789,166 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily

disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term, as presently shortened by any terminal disclaimer.

In making the above disclaimer, the co-assignee does not disclaim the terminal part of any patent granted on Application No. 10/811,062 that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of U.S. Patent No. 5,932,419, as presently shortened by any terminal disclaimer, in the event that U.S. Patent No. 5,932,419 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term, as presently shortened by any terminal disclaimer.

In making the above disclaimer, the co-assignee does not disclaim the terminal part of any patent granted on Application No. 10/811,062 that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of U.S. Patent No. 6,391,548, as presently shortened by any terminal disclaimer, in the event that U.S. Patent No. 6,391,548 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all

claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term, as presently shortened by any terminal disclaimer.

In making the above disclaimer, the co-assignee does not disclaim the terminal part of any patent granted on Application No. 10/811,062 that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of U.S. Patent No. 6,713,285, as presently shortened by any terminal disclaimer, in the event that U.S. Patent No. 6,713,285 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or in part, is terminally disclaimed under 37 C.F.R. § 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term, as presently shortened by any terminal disclaimer.

In accordance with the fee schedule set forth in 37 C.F.R. § 1.20(d), the required fee of \$130.00 is being filed with this disclaimer. If there are any additional fees due in connection with the filing of this Terminal Disclaimer, please charge the fees to Deposit Account No. 06-0916.

The undersigned is authorized to act on behalf of co-assignee, Children's Medical Center Corporation.

I hereby declare that all statements made of my own knowledge and belief are true and that all statements made on information and belief are believed to be true and

further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Children's Medical Center Corporation

Date: August 18, 2006

By: Brenda Manning

Name:

Title:

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